

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, ("**Agreement**"), is made this 8th day of June, 2018 between AB Staffing Solutions, LLC, an Arizona limited liability company, (hereinafter referred to as "**ABSS**" or "**Company**"), and Jose Ortiz, MD, (hereinafter referred to as "**Contractor**"), located at [REDACTED] Alberta T2R1B1, (collectively referred to as the "**Parties**").

1. Contractor Information:

Business Name, if any: _____
 Name of Individual Providing Services: Jose Ortiz, MD
 Social Security Number or Federal Employer Identification Number: [REDACTED]
 Specialty: Emergency Medicine

2. RELATIONSHIP OF THE PARTIES

ABSS is engaged in the field of contract healthcare services and provides supplemental staffing support, including Locum Tenens Physicians, to hospitals, medical clinics and other medical providers, (hereinafter referred to as "**Clients**"). These services are provided to ABSS Clients on a temporary contract or project basis. As such, ABSS will use its best efforts to identify opportunities where Contractor can provide services as a Locum Tenens Physician to ABSS and its Clients on an independent contractor basis. The Parties intend to establish an independent contractor relationship where Contractor shall not be an employee of ABSS for any purposes, including, but not limited to, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of the income, the Workers Compensation Insurance Code, 401(k) and other benefit programs and third party liability claims, except as expressly provided elsewhere herein. Contractor shall retain sole and absolute discretion in the manner and means of carrying out the activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and ABSS shall not be liable for any obligations incurred by Contractor unless specifically authorized by ABSS in writing. Contractor shall not act as an agent of the Company, ostensibly or otherwise, and shall not have any authority to bind the Company in any manner, unless specifically authorized to do so in writing by ABSS.

3. CONTRACTOR DUTIES AND PLACEMENT TERMS

Contractor shall maintain and keep current all appropriate and applicable professional licenses and certifications. Further, Contractor agrees, during the term of this Agreement, to promptly provide information needed for evaluation, privileging and licensure upon request by ABSS and/or the Client. Contractor agrees to keep current on and follow all required standards of medical care, current specialty standards when applicable, and the guidelines, statements and hospital and/or healthcare provider by-laws where applicable.

ABSS shall generate a Placement Letter ("**Letter**") (sample included herein as Exhibit A) for every assignment or placement for which Contractor has been selected and has agreed to work. The Letter shall set forth agreed upon Contractor billing rates and other particulars concerning any assignment, including the length of the assignment. The length of any assignment will be based upon the project and/or supplementary work force requirement of the Client. Any reference to length of assignment is an estimate only and termination of Contractor's services shall be governed by the terms of this Agreement. **Contractor agrees to begin the contract on the date set forth in the Letter and shall exclusively provide services to Client through ABSS for as long as ABSS holds the particular contract, including any and all extensions or re-awards to the Company.** Should Contractor remain on assignment for an additional term(s), such extensions or re-awards shall continue to be governed by the terms and conditions contained in this Agreement and the applicable Letter relating to such assignment. Contractor agrees to keep current on and abide by the guidelines outlined in the ABSS Orientation Handbook provided separately. Notwithstanding the foregoing, in the event that the Contractor is placed with a Client prior to the Parties' execution of a Letter and the Contractor commences providing services pursuant to such placement by ABSS, the Contractor shall remain bound by the terms of this Agreement, and the Letter shall not be deemed a condition precedent to the validity of such assignment and the Parties' obligations hereunder.

All assignments / placements are contingent on completion of credentials verification and privileging necessary for the placement.

When reporting to the Client facility for the first time, it is essential that the Contractor be prepared to produce evidence of identity in the form of a government issued ID (driver's license, passport, etc.). It is also important for the Contractor to carry applicable professional licenses and other certifications to the Client facility. Some Client facilities will request to see Contractor's original documents and will not allow Contractor to begin the assignment without them.

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Inasmuch as Contractor will be providing services at the Client controlled facility, Contractor shall keep current on and be bound by any applicable rules, regulations, or policies established by Client wherever Contractor performs services. The Contractor agrees to safeguard all classified or proprietary information entrusted to Contractor's care and adhere to all of Client's standard security practices and procedures.

4. PAYMENT OF INVOICES

Subject to Contractor's timely submission of invoices and Client approved time records as set forth in Paragraph 7 below, ABSS shall remit payment to Contractor Friday's. Payments will be made by electronic funds transfer via Automated Clearing House (ACH direct deposit) to the Contractor's bank account. If the contractor elects to receive payment in person at ABSS's offices, the Contractor should be prepared to show proper identification.

Payments shall be made based on hours actually worked by the Contractor and approved or acknowledged, in writing, by Client. Hourly rates shall apply as agreed upon in the applicable Letter, and, if no Letter has been issued, as otherwise agreed upon by the Parties. Contractor agrees that no compensation is due to the Contractor until the Contractor actually starts work at the Client Facility, and that approved time records of ABSS or Client shall be conclusive evidence as to the time worked, unless the time records have been incorrectly, negligently or fraudulently prepared by the Contractor so as to report hours not actually worked. The Contractor agrees that, inasmuch as ABSS requires completed time records to obtain payment from the ABSS' Client, the Contractor will accurately complete, sign, and assist ABSS in gaining the Client's approval of the time record each week. Contractor understands that in the absence of complete and accurate time records, ABSS cannot accurately determine the number of hours the Contractor has worked. Consequently, no payment shall be due and owing unless and until the Contractor completes, signs and forwards the time record in accordance with ABSS instructions along with a properly prepared and accurate invoice.

The Contractor will not provide services outside the scope of the specialty for which Contractor is being engaged nor will the Contractor work any hours which are not pre-approved by Client as shown on the shift schedule or which have not been approved by the Client in writing. The Contractor will not float to any other facility or department without the express written permission of the Client and ABSS. No payment shall be due to the Contractor for any hours worked by the Contractor that are specifically excluded by this paragraph.

The Contractor acknowledges that the proper and timely completion of Client patient charting requirements is a material deliverable under this Agreement. As such, the Contractor agrees that ABSS may withhold Contractor's payments until Client has indicated that charts are complete and any deficiencies have been corrected. The Contractor agrees to correct such deficiencies in a timely manner and to the Client's satisfaction. Once the Client has approved the applicable patient charts with no deficiencies, then any outstanding payments due shall be paid by ABSS to the Contractor.

5. CONFIDENTIALITY OF BILL RATE

The Contractor agrees not to discuss Contractor's hourly bill rate with the Client, other Independent Contractors, or any other unauthorized person, except when required or allowed by law. Any violation of this provision shall be deemed a material breach of this Agreement and subject the Contractor to, among other things, any and all damages, actual and potential, as a result of such disclosure.


6. ADVANCE PAYMENTS AND RIGHT OF OFFSET

The Contractor may, from time to time, receive travel advances directly from the Client. In the event that the Contractor does not file timely file valid expense reports with the Client or return any excess monies advanced by and owing to Client, the Contractor agrees that ABSS may deduct the total amount of Client's travel advance(s), or any part thereof still owing to Client, from any monies owed to the Contractor by ABSS.

The Contractor agrees that any monies due and owing to ABSS by the Contractor, including, but not limited to, travel advances, lodging expenses, rental car expenses, or otherwise related to this Agreement, may be offset and deducted from any amounts otherwise payable to the Contractor by ABSS.

7. REPORTING WORK TIME (INVOICES & TIME RECORDS)

The Contractor agrees to submit weekly invoices and time records to ABSS, in the format approved by ABSS and Client, via facsimile, no later than Monday of each week at 10:30 a.m. Mountain Standard Time, for the previous weeks work. The Contractor acknowledges and understands that this time record cut-off is required and necessary in order to provide the ABSS Accounts Payable and Billing Department's sufficient time to submit payment to the Contractor and to timely bill ABSS' Clients. Any Contractor that does not satisfy the above requirement agrees that payment will be withheld until such time as accurate and complete invoices and the

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associated approved time records are received by ABSS. Invoices and **time records should be faxed to the following toll free number: (866) 486-6686.**

Should accurate and approved time records and invoices not be received on a timely basis from the Contractor, ABSS may, in its sole discretion, utilize Client approved time records received directly from Client for purposes of billing client and paying the Contractor. In that case, the Contractor agrees that such Client approved time records shall be conclusively determinative of the hours worked by the Contractor for the time period in question.

8. CONFIDENTIALITY

In consideration of the Contractor's continued assignment to a Client and this Agreement with ABSS, the Contractor agrees to treat as strictly confidential any protected patient health information or Client employee information that the Contractor may have access to during the course of any assignment. The Contractor further agrees that during the course of his/her assignment and as a continuing obligation following termination of such assignment, the Contractor will comply with the following HIPAA regulations and more specific policies and procedures defined by the Client relative to the preservation of confidentiality:

The Contractor will: (a) Only access the minimum amount of patient and employee information which he/she needs to know to carry out his/her duties or assignments, and not attempt to access any information or records for which the Contractor has not been authorized by the Client to access; (b) Not use or disclose patient or employee information for any purpose or to any person, except to the extent necessary to carry out the Contractor's assigned duties or responsibilities; (c) Not use "**user ID/passwords**" or any other access codes of other contractors, Client employees or any other person to gain access to information without the prior approval of the Client, nor copy or give to anyone else any combinations, passwords or keys that are assigned to the Contractor; (d) Not remove protected patient information, regardless of medium or format, from the Client's premises or systems without the approval of his/her supervisor assigned by the Client; (e) Not copy, release, sell, alter, destroy, or otherwise appropriate for any personal use or the use of any other person or entity such protected patient or employee information; (f) Comply with all policies and procedures of the Client to ensure the confidentiality, integrity and security of the protected patient and employee information; (g) Contact his/her Client supervisor immediately if he/she has any questions regarding the use or disclosure of protected patient or employee information. As part of the ABSS Orientation Training Program provided by ABSS, the Contractor has received and understands basic HIPAA requirements regarding the confidentiality and protection of patient information. The Contractor understands that applicable facility-specific training for PHI (Protected Health Information) and HIPAA practices will be provided to him/her by the Client as part of their new hire orientation process. The Contractor understands that his/her failure to comply with HIPAA requirements as defined by ABSS and/or the Client will result in corrective action as deemed appropriate up to and including termination of the Contractor's assignment with the Client.

The Contractor agrees to indemnify, defend with counsel selected by ABSS and hold ABSS harmless for, from and against any and all claims, demands, losses, causes of actions, administrative proceedings, fines, penalties, damages (including consequential, incidental and punitive damages), taxable and non-taxable costs and expenses, and ABSS' attorneys' fees, whether alleged or actual, (collectively "**Losses**"), directly and indirectly arising from or in any way relating to any breach of HIPAA rules and regulations by the Contractor, except to the extent such Losses are the direct and proximate result of an intentional wrongful act by ABSS or is a result of ABSS' sole gross negligence.

9. INAPPLICABILITY OF BENEFITS, WORKER'S COMPENSATION OR UNEMPLOYMENT INSURANCE

The Contractor recognizes and agrees that Contractor is an Independent Contractor of ABSS and its Clients. As such, the Contractor is not eligible for any employee benefits offered to employees of ABSS and/or the Client. The Contractor hereby expressly, intentionally and knowingly waives any right to such benefits out of or resulting from contract work, including, without limitation, any rights under any medical/benefit plan, pension plan, or vacation plan. Further, as an Independent Contractor, no Worker's Compensation or unemployment insurance shall be obtained by ABSS concerning the Contractor or any employees of the Contractor. The Contractor shall comply with the Worker's Compensation law concerning the Contractor and the employees of the Contractor. The Contractor intentionally and knowingly waives, and shall be forever barred from asserting, any claims against ABSS for unemployment or Worker's Compensation benefits.

10. MEDICAL PROFESSIONAL LIABILITY INSURANCE

ABSS shall provide medical professional liability insurance coverage under ABSS' current professional liability policy for the Contractor's actions or omissions in the normal course of Contractor's provision of medical services under this Agreement, provided the information submitted by the Contractor to the professional liability insurance carrier is true and complete. The Contractor agrees to fully cooperate in the defense of any professional liability claim. In the event that the assignment/placement is made pursuant to a Personal Services Contract, ^{as that term}

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is defined in Federal Acquisition Regulations, the Contractor shall look to the Federal Government for medical professional liability insurance to the extent the Contractor is covered by such coverage.

11. NOTICE

The Contractor agrees to provide written notice to ABSS of any act or omission by the Contractor which could result in a claim of legal liability against the Contractor, whether justified or unjustified, within ten (10) days of the Contractor's knowledge of any facts which should reasonably put the Contractor on notice of the possibility of such a claim. The Contractor shall also immediately notify ABSS of any disciplinary proceedings that have or may be filed involving the Contractor or any of its employees, of any professional liability actions that have or may be filed against the Contractor or any of its employees, and of any complaints regarding the Contractor's services during any assignment or placement.

12. BILLINGS FOR SERVICES

The Contractor agrees that all billings for services rendered to patients during an assignment shall be and remain the sole property of, and shall be invoiced and collected by the Client at which Contractor accepts assignment/placement. The Contractor grants to such Client the authority to endorse and deposit, as appropriate, all checks and other instruments or items that may be payable to Contractor with respect to such services rendered by the Contractor.

13. FEDERAL, STATE AND LOCAL PAYROLL TAXES

As an Independent Contractor, the Contractor acknowledges that no federal, state, local or other payroll or income tax of any kind shall be withheld or paid by ABSS on behalf of the Contractor or any of the employees of the Contractor. It is understood and agreed that the Contractor shall not be treated as an employee of ABSS or any related entity with respect to the services performed pursuant to this Agreement for federal, state or local tax purposes.


14. CONTRACTOR'S TAX DUTIES AND LIABILITIES

The Contractor understands that Contractor is responsible for payment of Contractor's income and payroll taxes. If Contractor is not a corporation, the Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by the Contractor. The Contractor agrees to promptly provide ABSS with a certificate regarding his/her payment of such taxes upon request by ABSS.

15. TERMINATION PROVISIONS

This Agreement shall be terminable at will by ABSS, as defined by the terms and conditions of Federal Contracting law. This means that ABSS may terminate this Agreement at any time for any reason or no reason at all with or without prior notice, because notice periods are not allowed in ABSS Federal Government/Client contracts, thereby resulting in ABSS being unable to offer any such notice. Upon such termination, ABSS shall have no liability to Contractor for any payment or reimbursement, except as may have been earned as of the termination date of this Agreement. ABSS shall have the right to modify any other provision of this Agreement by giving written notice to the Contractor of the proposed modifications at least seven (7) calendar days prior to the effective date of such modification. If the Contractor continues to provide services on the assignment after the specified effective date of such modification of this Agreement, this Agreement shall be deemed so modified and remain in full force and effect as modified. It is understood that the Contractor's rate contained in the applicable Letter, or as otherwise agreed, may be modified by the mutual written agreement of the Contractor and ABSS, in which event, this Agreement and the applicable Letter or other agreement shall be deemed modified accordingly, and as so modified, shall remain in full force and effect. Should any provision of this Agreement conflict with any policy of ABSS, the provisions of this Agreement will control.

The Contractor acknowledges the unique responsibility of providing medical services as a Locum Tenens Physician to Client patients. As such, the Contractor agrees to provide ABSS and Client with no less than forty five (45) days prior written notice of Contractor's intent to terminate any assignment. The Contractor shall be liable to ABSS for unrecoverable expenses and damages for any placement canceled by Contractor with less than forty five (45) days prior written notice. Since the amount of damages may be difficult to determine, the Parties agree that an amount equal to \$20 per hour for any canceled shifts previously scheduled by the Client, shall be payable to ABSS by the Contractor within ten (10) days of Contractor's cancellation of any scheduled shifts or failure to provide medical services relative to such scheduled shifts.

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**16. NON INTERFERENCE WITH CLIENT AGREEMENT¹**

The Contractor understands and agrees that the essential service that ABSS provides is that of a middleman or broker. It is understood that ABSS invests a significant amount of time, effort and resources in developing a database of mobile and highly skilled medical personnel that are willing to provide short-term professional services pursuant to assignment by ABSS. It is also understood that ABSS is a source of information and provider of medical personnel on a short-term basis to its Clients who are unable to satisfy their work force requirements from the local area or otherwise. ABSS' business is dependent upon establishing and maintaining a good faith relationship with its Clients by being able to routinely satisfy its Clients' needs for short-term medical personnel. Thus, ABSS specializes in bringing together Clients seeking short-term placement of medical personnel with individuals seeking this kind of work. The Contractor further understands and acknowledges that ABSS earns its income from charging the Client an hourly fee for each hour the Contractor provides services to the Client as opposed to being paid a one-time brokerage or placement fee. The Contractor further acknowledges and agrees that ABSS has a legitimate right to protect its income stream against disintermediation by either the Client or the Contractor, and that Contractor's assignment at the Client is a direct result of ABSS' services and that Contractor would not have obtained such assignment in the absence of the services provided by ABSS. Accordingly, the Contractor specifically agrees that a prime consideration for ABSS entering into this Agreement with the Contractor is the Contractor's agreement that during the term of this Agreement and for a period of twelve (12) months thereafter, Contractor shall not, directly or indirectly, solicit or accept employment, assignment or permanent placement for his/her medical services or provide Locum Tenens medical services for any Client, or affiliate or related third party thereof or successor or assign, and/or provide services at any Client's facility at which the Contractor has accepted or been offered an assignment/placement pursuant to this Agreement or otherwise by ABSS, without the prior written approval of ABSS. If a Court of competent jurisdiction finds the twelve (12) months in unenforceable, then the Restricted Period shall be for a period of nine (9) months after the termination date of this Agreement, and if a Court of competent jurisdiction finds that nine (9) months is unenforceable, then the Restricted Period shall be for a period of six (6) months after the termination date of this Agreement, and if a Court of competent jurisdiction finds that six (6) months is unenforceable, then the Restricted Period shall be for a period of three (3) months after the termination date of this Agreement. The Contractor further understands and agrees that ABSS would not be entering into this Agreement with the Contractor but for the Contractor's express written agreement to the provisions set forth in this Paragraph 16 of the Agreement, and the Contractor hereby intentionally and knowingly waives any rights it may otherwise possess to challenge or contest the enforceability of the provisions set forth in this Paragraph 16 of the Agreement. Nothing in this paragraph shall prevent Contractor from engaging in the practice of medicine on a permanent or Locum Tenens basis for any other Client. For the purposes of this paragraph, the term "**indirectly**" means utilizing or working through a third party business enterprise such as a corporation or limited liability company, or accepting an assignment to the Client through a competitor of ABSS, or working as a subcontractor for a third party at the Client's facility. In the event of an actual or threatened breach of this Paragraph, ABSS shall be entitled to an injunction restraining the Contractor from accepting such employment or assignment/placement without posting a bond or security, or, if the law requires the posting of a bond or security, the bond or security shall not exceed one hundred dollars (\$100.00). ABSS may pursue such injunction in the jurisdiction of its sole choosing and the provisions of Section 24 shall not apply in this situation to ABSS' choice of jurisdiction.

In the event Contractor is offered and desires to accept a permanent engagement with a Client at which ABSS has placed or offered Contractor and assignment, as an accommodation to Contractor, ABSS will release Contractor from the restrictions set forth in this Paragraph 16 in exchange for the payment by Contractor of a Conversion Fee fee equal to twenty-five (25%) of the annual salary offered to Contractor for such permanent position.

17. CLAIMS BY CONTRACTOR

The Contractor agrees to bring any claim or action Contractor has or may have against ABSS or the Client within six (6) months from the date of termination of this Agreement or the end of the assignment in question, and hereby knowingly and intentionally waives any rights that Contractor may have to bring an action or other proceeding within the time limits of any applicable Statute of Limitations which contains a longer period than six (6) months.

18. ALCOHOL AND DRUG USE

The Contractor understands that the use, possession, distribution, or sale of drugs or alcohol, or being under the influence of drugs or alcohol while on assignment in the workplace is strictly prohibited. The Contractor hereby consents to be tested for drugs and alcohol as a condition of his/her Agreement with ABSS. The Contractor

¹ If Contractor is assigned to work at a Federal Government facility where ABSS holds a Federal contract, and such contract prohibits end of contract non-compete clauses, this Section 16 shall only apply for the time period that ABSS continues to hold a valid contract to provide services to the Federal facility.

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understands that ABSS, and its Clients reserve the right, subject to applicable laws, to require or request that the Contractor submit to a drug and alcohol test at any time. The Contractor understands that his/her failure to comply with any request by ABSS or a Client to submit to testing may result in his/her immediate termination. The Contractor understands, authorizes, and agrees that the results of any drug and alcohol testing performed by ABSS or a Client will be made known and provided to ABSS, the Contractor's supervisors, and others with a need to know the information, or as otherwise required by law. The Contractor understands that he/she may be denied work with ABSS and/or a Client, and this Agreement may be terminated: 1) if the Contractor refuses to be tested for drugs and alcohol, 2) if the sample the Contractor provides tests positive, and/or 3) if the sample the Contractor provides tests as "diluted". The Contractor understands that buying or selling narcotics is a Federal crime, and if the Contractor is found to be engaging in such activity, he/she will be immediately terminated. The Contractor understands that if he/she is currently on an assignment with ABSS when he/she refuses to be tested or fails any drug and alcohol testing, this Agreement will be immediately terminated and the Contractor will be responsible for promptly reimbursing ABSS for any expenses that may have been incurred as a result of the setting up of any assignment with a Client, including travel, housing, and car rental expenses. The Contractor understands that ABSS has the right to offset by deducting such amounts from any monies owed to the Contractor by ABSS. The Contractor recognizes that ABSS may from time to time require drug testing in accordance with ABSS' policies and procedures or as required by Client.

The Contractor agrees that he/she will promptly submit to such testing as a condition of this Agreement upon notice by ABSS.

19. HEALTH RECORDS

The Contractor understands that he/she is responsible for providing to ABSS requested copies of original medical/health documents detailing his/her history of prior vaccinations and immunity testing. Minimum requirements typically include the Hepatitis B injection series or proof of immunity, TB test within the past year, and MMR and Varicella immunizations or proof of immunity. The Contractor understands that the requirements of the Clients may vary due to internal policies and the profile of the local and patient populations, and he/she may be required to obtain additional medical/health documentation, immunizations, testing, and physical examinations prior to assignment(s). In addition, the Contractor understands that if he/she has any injury or surgical procedure after the date he/she initially completed or last updated his/her medical history information with ABSS, he/she may be required to provide medical release documentation from his/her physician, verifying that he/she is physically and medically able to perform the essential job functions of the job position. The Contractor authorizes ABSS to release any or all of these medical records to Client upon their request. The Contractor understands that set-up and payment for any immunizations, testing, or examinations required for assignment will usually be handled by ABSS. If the Contractor fails to complete a TB test by not having it read within the timeframe specified, the Contractor understands that he/she is liable for the cost of administering it, which costs ABSS is authorized to deduct from any amounts otherwise owing to the Contractor.

20. CONTINUING EDUCATION

As a Contractor of ABSS, ABSS requests that you provide it with copies of continuing education certificates as required by state boards for relicensure requirements. In order to comply with Joint Commission expectations, ABSS needs to keep copies of the Contractor's continuing education documents on file.

21. ABSS ORIENTATION

The Contractor acknowledges that he/she has received a copy of ABSS' Orientation Handbook and has been sent the Core Mandatories from Prophecy Clinical Assessment to include guidelines for the following; Infection Control, Cultural and Sensitivity Training, Patient Rights, Ethics of Care, OSHA, HIPAA and NPSG. The Contractor hereby certifies to ABSS that he/she has read and understands ABSS policies and requirements as an ABSS Contractor. The Contractor understands that if he/she has any questions and/or needs clarification for any items addressed in the handbook or the Core Mandatories, it is his/her responsibility to contact ABSS to discuss.


22. NO WAIVER

The failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

23. NO AUTHORITY TO BIND ABSS

The Contractor has no authority to enter into contracts or agreements on behalf of ABSS. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto.

24. EXCLUSIVE JURISDICTION; ATTORNEY FEES

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The Contractor and ABSS agree that the laws of the state of Arizona shall apply to and govern the terms of this Agreement, the performance thereof and any breaches thereof. The Superior Court of the State of Arizona, in and for the County of Maricopa, shall possess exclusive jurisdiction over any and all disputes, controversies and factual and legal issues that in any way arise from or relate to this Agreement, and/or any other documents executed in connection herewith and/or attached hereto, and the Contractor and ABSS personally submit to the exclusive jurisdiction of such Court for such purposes. The Contractor and ABSS intentionally and knowingly waive their respective rights to (i) remove any action or proceeding filed in the Superior Court of the State of Arizona, in and for the County of Maricopa, ("**Arizona Superior Court**"), to any Federal Court. and/or (ii) seek a change of venue of any such action or proceeding to any other Court. In the event that any action or proceeding is filed involving or relating in any way to this Agreement, or any breach thereof, the substantially prevailing party in such action or proceeding shall be entitled to an award of its attorneys' fees and taxable and non-taxable costs and expenses from the non-substantially prevailing party, including such fees and costs incurred on appeal and in the subsequent enforcement and collection of any judgment rendered in such action or proceeding upon application to the Court. The Court shall expressly reserve continuing jurisdiction in the judgment to award post-judgment attorneys' fees in favor of the judgment creditor and against the judgment debtor incurred in the enforcement and collection of such judgment.

25. AMENDMENTS

This Agreement may be supplemented, amended, or revised only in writing by the parties.

26. SEVERABILITY

If any part of this Agreement shall be held unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

27. INDEPENDENT CONTRACTOR VALIDATION FORMS

Contractor is required to provide ABSS with a fully executed Form W-9, Request for Taxpayer Identification Number and Certification. Payments, pursuant to Section 4, shall be withheld until a fully executed Form W-9 is received.

CONTRACTOR

AB STAFFING SOLUTIONS, LLC
an Arizona limited liability company

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Jose Ortiz, MD

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Jose Ortiz, MD

Print Name

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Date

DocuSigned by:

Lance Schugg

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Lance Schugg

Print Name

Chief Administrative Officer

Title

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Exhibit A

Placement Letter

This Placement Letter, dated this ____ day of _____, is made pursuant and subject to the provisions of the Professional Services Agreement ("**Agreement**") between AB Staffing Solutions, LLC ("**ABSS**") and _____ ("**Contractor**") and confirms the terms of a scheduled assignment / placement for Contractor.

Contractor has agreed to provide locum tenens services on behalf of ABSS at {insert client name and address} in the specialty of {insert specialty} for a period commencing on the ____ day of _____ and ending on the ____ day of _____.

The work will consist of {insert details of assignment including days, shifts or otherwise}.

For this assignment, and pursuant to the Agreement, Contractor shall be paid an hourly rate, inclusive of all travel, lodging, taxes and other expenses, equal to \$_____ per actual hour worked. Additional amounts, if any, applicable to this assignment include:

- \$_____ for on-call hours
- \$_____

The following expenses, if any, are reimbursable to Contractor based upon completion of an expense report in the form prescribed by ABSS and with original receipts attached thereto:

Agreed to by:

CONTRACTOR

Signature

Print Name

Date

AB STAFFING SOLUTIONS, LLC
an Arizona limited liability company

Signature

Print Name

Title

Date

Date: 1/11/2020 | 10:02 AM

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